

SaaS Subscription Agreement

This Systemslab UXM SaaS Subscription Agreement ("Subscription Agreement") is entered into between the Systemslab entity identified in the applicable Order Form ("Systemslab") and the customer identified in such Order Form ("Customer").

This Subscription Agreement governs Customer's access to and use of the applicable Systemslab UXM SaaS and related Support Services, whether purchased directly from Systemslab or through an authorized Reseller.

This Subscription Agreement, each applicable Order Form, the Data Processing Addendum with Subprocessor Schedule, Service Level Agreement, Support Policy, Information Security Addendum, Export and Deletion Guide with Export Technical Reference, and any other expressly agreed documents constitute the Agreement between Systemslab and Customer for the Subscription. The listed supporting documents are incorporated by reference in the forms available at <https://www.uxmapp.com/legal> when Customer accepts the Order, unless otherwise expressly agreed. They are available together with this Agreement at <https://www.uxmapp.com/legal> and must be made available or supplied before Customer acceptance. The Order may identify this Agreement together with that legal-documents URL without separately listing each incorporated document. Retain the exact accepted copies. Later website publication does not itself amend accepted terms; changes remain governed by this Agreement, including Section 29 and mandatory transfer requirements.

1 Definitions

1.1 Affiliate An entity controlling, controlled by or under common control with a party through more than 50% of voting interests or equivalent ownership rights.

1.2 UXM SaaS Systemslab's hosted UXM subscription service identified in the Order Form.

1.3 Content Data, information, files, logs and other material submitted, transmitted, collected or made available by or for Customer through UXM SaaS.

1.4 Customer Information Content and other information Customer supplies to Systemslab for UXM SaaS, support or other services.

1.5 Documentation Systemslab's applicable technical and user documentation, including <https://docs.uxmapp.com/> or a notified successor location, subject to Section 29.

1.6 Eligible Features and Functions The features and functions included in Customer's purchased Subscription Level under its Order Form and Documentation.

1.7 Order Form A customer-facing order, quotation or other ordering instrument identifying the Subscription and the applicable Subscription Agreement title and legal-documents URL and its incorporated documents, as identified above. For a direct sale, Customer and Systemslab expressly accept the Order Form. For an authorised reseller sale, Customer accepts the Reseller's customer quote or order and the incorporated Systemslab terms, and Systemslab accepts the matched Reseller Purchase Order as described in Section 2.2. Systemslab need not countersign the Reseller's customer quote or order. The Reseller Purchase Order is a separate Systemslab-Reseller contract and does not replace Customer acceptance or form part of the Customer Agreement.

1.8 Reseller A third party authorised by Systemslab to resell Subscriptions.

1.9 Service Level Agreement or SLA The applicable Systemslab availability and credit terms incorporated into the Order, subject to Sections 7 and 29.

1.10 Subscription The right to use the ordered UXM SaaS and receive its included Support Services during the Subscription Term.

1.11 Subscription Level The purchased package, edition, capacity or service level in the Order.

1.12 Subscription Term The ordered initial or renewal period of authorised use.

1.13 Support Services The support and maintenance included with the Subscription.

1.14 Support Services Policy The incorporated policy defining support scope, channels, hours, severity and procedures, subject to Sections 10 and 29.

1.15 Systemslab DPA The incorporated Systemslab Data Processing Addendum for Customer Personal Data.

1.16 Systemslab Security Standards The technical and organisational measures in the incorporated Information Security Addendum and DPA.

2 Orders and Resellers

2.1 Direct Orders

An accepted Order identifies the product, Subscription Level, term, usage limits, fees, currency, billing, Customer-selected hosting region and any expressly agreed variations. The applicable document versions must be made available or supplied before Customer acceptance in accordance with the incorporation paragraph above.

2.2 Reseller purchases

Customer and Reseller separately agree retail prices, payment and independent Reseller services. Systemslab provides UXM SaaS and included support under this Agreement and is not responsible for Reseller acts, omissions or commitments it has not expressly accepted. Customer shall accept Systemslab's terms and subscription details before activation; Reseller may transmit acceptance but cannot replace it. Variations require Systemslab's and Customer's express written acceptance. Customer's express acceptance may be recorded in Reseller's own quote or order incorporating the applicable Systemslab terms, or in the Systemslab Reseller Customer Subscription Acceptance template. Systemslab's written acceptance of the matched Reseller Purchase Order confirms the Customer, deployment, product scope, quantity, term, region or local location, applicable Systemslab documents available at the legal-documents URL when Customer accepted and any expressly approved variations. Together with Customer's acceptance, that confirmation establishes the Customer Agreement for the matched Subscription. Reseller shall communicate the supply confirmation to Customer before delivery or activation, without disclosing confidential purchase prices. Systemslab does not thereby accept Reseller's separate retail pricing, billing or service commitments, except for the Customer retail fee basis and financial protections expressly provided in this Agreement. Reseller shall supply the required Customer acceptance evidence; neither delivery nor activation may precede Customer acceptance and Systemslab's supply acceptance.

Systemslab shall not suspend or terminate solely for Reseller non-payment if Customer reasonably proves full payment to its authorised Reseller for that period. Its service and included support continue through the paid period without payment again.

Before suspension solely for Reseller non-payment, Systemslab shall give Reseller 30 calendar days' written notice to remedy overdue undisputed payment and Customer at least 30 calendar days' written notice to provide payment evidence or agree alternative supply or billing. Notices may overlap; service and included support continue during Customer's notice period. If Customer has not paid and no alternative is agreed, suspension requires expiry of both notices and unresolved Reseller non-payment, subject to Section 19 and law. Future supply or billing changes require Customer's written acceptance. Customer need not settle Reseller's debt. Reseller non-payment is not itself Customer's breach; other permitted suspension or termination grounds remain available.

2.3 Professional services

Professional services and training require a separately accepted Services Statement of Work with its own terms, scope, fees and liability provisions. They are not purchased under a Subscription Order Form. Included support and mandatory switching, export and erasure assistance remain governed by this Agreement and cannot be made conditional on buying professional services.

3 Affiliates and contractors

Customer may permit Affiliates and contractors acting for it to use UXM SaaS for its or its Affiliates' internal business purposes within the purchased capacity. Customer shall ensure their compliance and remains responsible for their acts and omissions.

4 Accounts and security

Systemslab supplies the required service accounts. Customer shall protect its credentials, administer authorised users and permissions, prevent known unauthorised access and promptly report known or reasonably suspected unauthorised access.

5 Right to use UXM SaaS

Subject to compliance and payment, Customer receives a limited, non-exclusive, non-transferable right to use UXM SaaS for its internal business purposes during the Subscription Term, within its ordered level and limits. Systemslab may update the service without materially reducing the purchased overall core functionality, security or availability during that term.

6 Subscription Term And Renewal

6.1 Initial Term

The initial Subscription Term shall be twelve (12) months unless a longer term is stated in the applicable Order Form. No Subscription is supplied on a perpetual basis.

The minimum Subscription Term and renewal notice requirements in this Section do not restrict mandatory switching or termination rights under Section 20.5.

6.2 Renewal

Unless the Order states otherwise, Subscriptions renew for successive 12-month terms unless either party gives written non-renewal notice at least 90 days before expiry. Any alternative renewal term must be at least 12 months.

The end of a Reseller appointment does not end or amend Customer's Subscription. A renewal through the former Reseller needs Systemslab's transaction-specific written approval and Reseller's written acceptance. Changes to Customer's seller, billing or commercial terms need Customer's written acceptance. Systemslab shall notify proposed supply or billing changes and, before Customer's non-renewal deadline, secure an accepted renewal or binding continued-supply arrangement, or give valid non-renewal notice.

Systemslab shall honour already-binding renewals, including where the notice deadline has passed, and promptly arrange supply and billing. Customer's term and prices continue, Section 2.2 applies and Customer shall not pay twice for the same entitlement and period.

6.3 Renewal Pricing

Systemslab may adjust Subscription fees for a renewal term by providing Customer with written notice at least thirty (30) days before the applicable non-renewal deadline. With the standard ninety (90) day non-renewal deadline, notice must therefore be given at least one hundred and twenty (120) days before expiration of the then-current Subscription Term.

For Subscriptions purchased through a Reseller, Customer renewal pricing is determined independently by the Reseller under its agreement with Customer. The Reseller shall provide the required renewal-price notice within the same period.

A fee increase notified after the applicable deadline shall take effect only for a later renewal term unless Customer expressly agrees otherwise in writing. Any increase by Systemslab materially exceeding its generally applicable price adjustment for the relevant Subscription should be identified specifically to Customer.

6.4 Upgrades

Customer may upgrade its Subscription Level during a Subscription Term by entering into an additional or replacement Order Form.

Unless otherwise agreed, upgrades shall not shorten the existing Subscription Term.

7 Service Level Agreement

The incorporated SLA governs availability targets, measurement, exclusions, Service Credits and claims. Updates may not materially reduce the service levels applicable during Customer's current Subscription Term.

8 Software Agents

Customer may install Systemslab object-code agents and collectors only as reasonably needed for its Subscription. They form part of UXM SaaS under this Agreement. Open-source and third-party licences govern their respective components to the extent of conflict. Systemslab shall supply the applicable notices and licence information with the agent, Documentation or a designated location.

9 Customer Content

9.1 Ownership

Customer retains ownership of Content; no ownership transfers to Systemslab.

9.2 Limited licence

Customer permits Systemslab and its authorised Subprocessors to process Content only as necessary to provide, operate and support UXM SaaS, maintain security and integrity, follow lawful Customer instructions or comply with law.

9.3 Customer responsibilities

Customer is responsible for Content's legality and accuracy, required rights, permissions and legal bases, lawful use, and independent continuity copies except where Systemslab expressly undertakes backups.

9.4 Return and deletion

Customer may retrieve Content through available exports during the term and under Sections 20.4–20.5 afterwards. Deletion follows those Sections and the DPA. Legal retention and temporary protected-backup retention remain subject to mandatory switching, erasure and data-protection requirements.

10 Support Services

Systemslab provides the included support under the incorporated Support Services Policy, ordinarily remotely through its designated channels. Customer may use it only for authorised use of the Offerings. Policy updates may not materially reduce the purchased support level during the current term.

11 Fees, Payment And Taxes

11.1 Payment

Unless Customer purchases through a Reseller, Systemslab shall invoice Customer as stated in the applicable Order Form.

Customer shall pay undisputed invoices within thirty (30) days from the invoice date unless otherwise stated in the Order Form.

All fees shall be paid in the currency stated in the applicable Order Form.

Each accepted Order Form commits Customer to the full fees for the agreed Subscription Term. Annual billing is payment by instalments of that full-term commitment, not a separate annual term or annual cancellation right.

Customer may not cancel or reduce an Order for convenience. Reduced usage or cessation of use creates no refund, credit or fee reduction. Fees are non-refundable except for an express remedy under this Agreement or mandatory law. Sections 11.5 and 20.5 govern early termination and statutory switching rights.

11.2 Disputed Invoices

Customer shall notify Systemslab promptly of any good-faith invoice dispute and shall pay all undisputed amounts when due.

The parties shall cooperate in good faith to resolve disputed amounts.

11.3 Taxes

Fees exclude applicable VAT, sales, use and similar transaction taxes.

Customer shall pay applicable Taxes properly imposed on the transaction, excluding taxes based on Systemslab's net income.

Where withholding is legally required, the parties shall cooperate reasonably regarding available exemptions, reductions or documentation.

11.4 Credits refunds and cancellation

Adjustments use Customer's corresponding retail subscription charges paid or payable to Systemslab or its authorised Reseller. Include recurring platform charges and exclude taxes, separate services, training, one-off items and unrelated products; the subscription Order records only the applicable subscription charges. Apply tax adjustments separately.

Systemslab shall promptly communicate the SLA credit percentage and affected Subscription and period, or refundable termination date and unused period, without unreasonable delay. Confirmation is not an extra condition of a valid termination or refund right. Customer or its authorised Reseller may claim under the applicable remedy procedure.

Apply the SLA percentage to Customer's affected monthly fee; an annual fee is divided by 12. A qualifying termination gives a time-proportionate refund of unused prepaid fees and full cancellation of unpaid unused-period fees from termination. No change-of-mind or delivered-service refund arises unless expressly agreed or required by this Agreement or law.

Process adjustments within 30 calendar days after credit confirmation or the qualifying termination. Credits reduce affected current or future fees. If no fees remain against which an approved credit can be used, pay it in cash within 30 calendar days after confirmation or subscription end, whichever is later. Refunds are cash and do not depend on renewal. SLA conditions continue to apply.

Systemslab pays direct-purchase adjustments. For Reseller purchases, Customer seeks payment or invoice adjustment from Reseller; Systemslab shall require Reseller to include and perform these obligations within the same deadlines. Contractual refunds and Service Credits consume Section 18.2's shared Customer-fee cap; unpaid unused-period fee cancellation takes effect in full without consuming it. Section 18.3 and mandatory law prevail; no double recovery applies.

11.5 Financial Effect of Early Termination

(a) Customer breach. If Systemslab validly terminates an affected Subscription for Customer's material breach under Section 20.1, including non-payment, prepaid subscription fees are not refunded and unpaid fees committed for the remainder of the then-current Subscription Term remain payable on the agreed billing dates. No fees arise for an uncommenced renewal term. No separate penalty or automatic acceleration of future instalments applies. This paragraph is subject to mandatory law and does not govern a valid termination under Section 20.5.

(b) Systemslab breach, insolvency and specified remedies. If Customer validly terminates for Systemslab's uncured material breach under Section 20.1 or qualifying insolvency under Section 20.2, unused prepaid subscription fees shall be refunded pro rata by time, subject to the shared cap in Section 18.2, and unpaid subscription fees for the period

after termination shall be cancelled in full. Express remedies under Sections 15 and 16 remain applicable. Section 11.4 governs administration and Section 18 governs other liability and its exceptions.

(c) Other termination rights. Termination solely under DPA Section 5.4 does not itself create a prepaid-fee refund, an additional termination charge or acceleration of future fees; unpaid subscription fees attributable to periods after that termination shall be cancelled. Other valid early terminations are governed by their express remedy provisions and mandatory law. Section 20.5(d) governs statutory SaaS switching and termination-and-erasure settlements.

(d) No double recovery. Amounts already prepaid shall not be included in an early-termination fee calculated on unpaid committed fees. Fees for services supplied through termination, prepaid amounts retained and any additional amount collected shall not recover the same committed fee twice. Separately ordered professional services and training remain subject to their own agreed terms.

12 Intellectual Property

12.1 Systemslab Ownership

Systemslab and its licensors retain all right, title and interest in and to:

(a) the UXM SaaS; (b) Software Agents; (c) Documentation; (d) Support Services materials; (e) Systemslab technology; (f) enhancements and derivative works thereof; and (g) Systemslab trademarks.

Except for the rights expressly granted in the Agreement, no intellectual property rights are transferred to Customer.

12.2 Restrictions

Except to the extent expressly permitted under applicable mandatory law, Customer shall not:

(a) reverse engineer, decompile or disassemble the UXM SaaS; (b) copy, modify or create derivative works from the UXM SaaS except as expressly permitted; (c) resell, sublicense, rent, lease or commercially provide the UXM SaaS to third parties except through an authorized Systemslab arrangement; (d) circumvent technical usage or security controls; (e) remove proprietary notices; (f) use the UXM SaaS to operate an unauthorized competing hosted service; (g) attempt unauthorized access to or disruption of the UXM SaaS; or

(h) conduct or publish competitive benchmarking primarily for the purpose of developing or promoting a competing commercial product without Systemslab's prior written consent.

Nothing in this Section shall restrict rights that cannot lawfully be restricted.

12.3 Acceptable Use

Customer shall not knowingly use the UXM SaaS:

(a) unlawfully; (b) in a manner designed to damage or materially impair Systemslab systems; (c) to introduce malware; (d) to process content that Customer has no lawful right to process; or (e) for prohibited high-risk or regulated purposes expressly excluded in the Documentation or Order Form.

13 Confidentiality

13.1 Confidential Information

"Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is identified as confidential or that a reasonable business person would understand to be confidential.

Confidential Information does not include information that the Recipient can demonstrate:

(a) is publicly available without breach of this Agreement; (b) was lawfully known to Recipient before disclosure; (c) was lawfully received from an independent third party without confidentiality restriction; or (d) was independently developed without use of the Discloser's Confidential Information.

13.2 Protection and Use

Recipient shall:

(a) use Confidential Information only for purposes relating to the Agreement; (b) protect it using at least reasonable care; and (c) disclose it only to personnel, Affiliates, advisers and contractors who have a legitimate need to know and who are subject to appropriate confidentiality obligations.

13.3 Required Disclosure

Recipient may disclose Confidential Information where legally required, provided that Recipient, where legally permitted:

(a) gives Discloser reasonable advance notice; and (b) limits disclosure to the legally required information.

13.4 Injunctive Relief

Unauthorized use or disclosure of Confidential Information may cause irreparable harm. Either party may seek appropriate injunctive or equitable relief in addition to other remedies available at law.

14 Personal Data And Information Security

14.1 Data Processing

Where Systemslab processes Customer Personal Data on behalf of Customer, such processing shall be governed by the Systemslab Data Processing Addendum.

14.2 Security

Systemslab shall maintain appropriate technical and organisational security measures designed to protect Customer Information in accordance with the Systemslab Security Standards.

Systemslab may update its security measures provided that such changes do not materially reduce the overall level of security protection during the Subscription Term.

15 Warranties

15.1 Support Services

Systemslab warrants that Support Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practice.

If Customer gives Systemslab reasonable notice of a material breach of this warranty, Systemslab shall re-perform the affected Support Services where reasonably possible.

15.2 UXM SaaS

Systemslab warrants that the UXM SaaS will perform in all material respects in accordance with the applicable Documentation during the Subscription Term.

If Customer notifies Systemslab of a material non-conformity, Systemslab shall use commercially reasonable efforts to correct it.

If Systemslab is unable to correct a material non-conformity within thirty (30) days after receiving sufficient written notice and the non-conformity materially prevents Customer from using the UXM SaaS, Customer may terminate the affected Subscription and receive a pro-rata refund of prepaid fees for the unused remainder of the affected Subscription Term. Unpaid subscription charges for that unused period shall be cancelled. These monetary adjustments shall be administered in accordance with Section 11.4.

15.3 Exclusions

The warranties above do not apply where the relevant problem results materially from:

(a) unauthorized modification; (b) Customer misuse; (c) use contrary to Documentation; (d) Customer-controlled infrastructure; (e) third-party products outside Systemslab's control; or (f) circumstances excluded under the applicable SLA.

15.4 Disclaimer

Except for the express warranties stated in the Agreement and to the maximum extent permitted by applicable law, neither party makes additional implied or statutory warranties.

16 Intellectual Property Indemnity

16.1 Systemslab Indemnity

Systemslab shall defend Customer against a third-party claim alleging that Customer's authorized use of the UXM SaaS infringes that third party's intellectual property rights and shall pay damages finally awarded or settlements approved by Systemslab.

16.2 Exclusions

Systemslab shall have no obligation to the extent a claim arises from:

(a) Customer modifications; (b) unauthorized combinations with third-party products; (c) Customer use contrary to the Agreement; (d) continued use after Systemslab has provided a non-infringing alternative; or (e) Content.

16.3 Remedies

If the UXM SaaS becomes or is reasonably likely to become subject to an infringement claim, Systemslab may:

(a) obtain the right for Customer to continue using the UXM SaaS; (b) modify or replace the affected UXM SaaS with materially equivalent non-infringing functionality; or (c) if neither option is commercially reasonable, terminate the affected Subscription and refund prepaid fees attributable to the unused portion of the affected Subscription Term. Unpaid subscription charges for that unused period shall be cancelled. These monetary adjustments shall be administered in accordance with Section 11.4.

The indemnity and monetary remedies in this Section are subject to Section 18, including its shared cap for contractual refunds.

16.4 Procedure

The indemnified party shall:

(a) provide prompt written notice of the claim; (b) provide reasonable cooperation; and (c) give the indemnifying party control of the defence and settlement,

provided that no settlement may impose liability, admission of wrongdoing or material non-monetary obligations on the indemnified party without its prior written consent.

17 Customer Indemnity

Customer shall defend and indemnify Systemslab against third-party claims to the extent arising from:

(a) Content infringing third-party rights; (b) Customer's unlawful use of the UXM SaaS; or (c) Customer's material violation of the acceptable-use provisions.

The procedures in Section 16.4 shall apply correspondingly.

18 Limitation Of Liability

18.1 Excluded Losses

To the maximum extent permitted by applicable law and subject to Section 18.3, neither party nor its Affiliates shall be liable under this Agreement for lost profits, revenues or goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, regardless of the form of action or whether advised of their

possibility. Covered third-party damages, approved settlements and reasonable defence costs under the express indemnities are recoverable subject to the applicable cap.

18.2 General Liability Cap

Except as provided in Section 18.3, each party together with its Affiliates shall have one aggregate liability cap under this Agreement equal to the qualifying subscription fees actually paid for the services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The cap is shared by all claims relating to those services, including contractual refunds, Service Credits where applicable, indemnification, defence costs, damages and settlements; it is not a separate cap for each claim or Order Form. Related claims arise at their first incident. There is no first-year minimum or committed-fee floor, and fees paid outside that twelve-month period do not count.

The cap applies regardless of whether a claim is in contract, tort or otherwise. Refunds and Service Credits actually provided count towards, and reduce, the remaining cap; the same amount shall not be counted or recovered twice. Cancellation of unpaid fees for a period after valid termination is a release of the corresponding payment obligation and is effective in full without consuming the cap. The cap cannot reinstate cancelled fees or prevent a valid termination, mandatory switching, retrieval or erasure.

For direct purchases, qualifying subscription fees are the amounts actually paid by Customer to Systemslab. For Reseller purchases, they are the amounts actually paid by Customer to its authorised Reseller, including the Reseller's margin. Both bases include recurring platform charges supplied as part of the affected subscription and exclude taxes, separately ordered training or professional services, one-off charges and unrelated products. Payments are counted when actually made and are not allocated pro rata over the periods they cover. Reseller shall apply this Customer fee basis and shared cap to its contractual subscription refunds and Service Credits payable to Customer under Section 11.4. Systemslab's settlement with Reseller is separately governed by the Reseller Agreement and uses Reseller purchase fees.

Separately ordered professional services and training are outside this Agreement and are governed only by the separately accepted Services Statement of Work and its own services terms. Included subscription Support Services remain governed by this Agreement and its subscription cap. The same loss shall not be recovered twice.

18.3 Exceptions

The cap and excluded-loss provisions do not apply to fraud or fraudulent misrepresentation, gross negligence or wilful misconduct, or liability that cannot lawfully be limited. Customer's payment obligations properly due under the Agreement are not limited by the cap, subject to valid fee cancellation and other agreed financial adjustments. Unless Systemslab and Customer expressly accept a different subscription cap in an Order Form, confidentiality, data protection, security and intellectual property indemnification remain subject to the general cap. Any agreed variation must identify the covered risks and state whether contractual refunds and Service Credits remain within that cap.

18.4 No Double Recovery

Neither party may recover more than once for the same loss.

19 Suspension

Systemslab may suspend Customer's access to the UXM SaaS where reasonably necessary because:

(a) undisputed fees for the affected Subscription are materially overdue, subject to the notice requirements below and the Customer payment protections in Section 2.2; (b) Customer's use creates an immediate material security risk; (c) Customer is materially violating the Agreement; (d) suspension is required by law; or (e) continued use threatens the security, integrity or availability of the UXM SaaS.

Before suspension under paragraph (a), Systemslab shall give Customer at least thirty (30) calendar days' written notice and an opportunity to remedy the non-payment or provide payment evidence. For Reseller non-payment, Section 2.2 also applies. This notice period may run concurrently with any applicable material-breach cure period; termination remains governed by Section 20.

For suspension on any other ground, except in an emergency or where legally prohibited, Systemslab shall provide reasonable advance notice and an opportunity for Customer to remedy the issue.

Systemslab shall limit any suspension, where reasonably possible, to the affected account, user or service and shall restore access promptly after the underlying issue has been resolved.

20 Termination And Exit

20.1 Termination for Material Breach

Either party may terminate an affected Subscription if the other party materially breaches the Agreement and fails to remedy the breach within thirty (30) calendar days after receiving written notice describing the breach.

A shorter cure period may apply where the breach cannot reasonably remain uncured for thirty days because of security, illegality or other urgent circumstances.

20.2 Insolvency

Either party may terminate an affected Subscription to the extent permitted by applicable law if the other party enters liquidation, bankruptcy or equivalent insolvency proceedings and such proceedings are not dismissed within a reasonable period.

20.3 Effect of Termination

Upon termination:

(a) Customer's ordinary right to use the affected UXM SaaS shall end, without ending retrieval access or transition rights under Sections 20.4 and 20.5; (b) payment, refund and cancellation obligations shall be determined under Sections 11.4, 11.5 and, where applicable, 20.5(d); (c) Customer shall cease use of Systemslab intellectual property except as required for agreed transition activities; and (d) Content shall be handled as described below and in the Systemslab DPA.

20.4 Data Export and Retrieval

Customer may export its exportable data during the Subscription Term and may request export by contacting legal@uxmapp.com. Systemslab's standard format for tabular data is CSV. Other exportable data and digital assets shall be supplied in an appropriate structured, commonly used and machine-readable format where required by applicable law.

Exportable data includes input and output data, including metadata, directly or indirectly generated or co-generated by Customer's use of the UXM SaaS, to the extent required by applicable law. Exclusions for Systemslab's intellectual property, trade secrets or service security apply only to the extent permitted by law and shall not unlawfully obstruct switching.

The UXM Export Guide forms part of the Documentation and shall be made available with the Customer terms before Order Form acceptance. It shall specify the exportable data and digital-asset categories, permitted exclusions, export methods, formats, field descriptions and relevant technical restrictions. Systemslab shall maintain an accessible, current online register of relevant data structures, formats, standards and interoperability specifications, as required by applicable law. The Guide cannot reduce mandatory export or switching rights.

Following expiration or termination, Customer shall have thirty (30) calendar days to retrieve its exportable data. Where Section 20.5 applies, this period begins after the switching transition period ends. A longer period applies where required by law or expressly agreed with Customer. Export and retrieval charges are governed by Section 20.5(d); any charges outside that Section require prior agreement and must comply with the DPA and applicable law. DPA Section 10 governs Personal Data return requests. A return request submitted within the retrieval period preserves the return copy until delivery, subject to mandatory deadlines; it does not extend ordinary production use.

20.5 SaaS Switching and Exit

Where the EU Data Act applies to the UXM SaaS, the following provisions apply:

(a) Customer request. Customer may request switching to another provider or to its own infrastructure, or termination and erasure of its exportable data and digital assets, by written notice to legal@uxmapp.com. Customer shall identify the affected service and, where relevant, the destination provider. The notice period shall not exceed two (2) months; the parties may agree a shorter period.

(b) Transition period. Switching shall be completed without undue delay and within thirty (30) calendar days after the notice period ends, subject to the extensions below. If this is technically unfeasible, Systemslab shall notify Customer within fourteen (14) working days after receiving the switching request, explain the technical reasons and specify an alternative transition period not exceeding seven (7) months. Customer may extend the transition period once for a period appropriate to its purposes.

(c) Assistance and continuity. Systemslab shall provide reasonable assistance to Customer and its authorised migration provider, relevant exit information and open interfaces required by applicable law. Charges are governed by paragraph (d). During transition, the service contract remains applicable. Systemslab shall exercise due care to maintain business continuity, continue the contracted functions and services, maintain a high level of security during transfer and retrieval, and inform Customer of known continuity risks. Customer shall reasonably cooperate with switching; such cooperation shall not be used to impose prohibited obstacles.

(d) Charges and settlement. Customer remains responsible for subscription fees up to the effective termination date under paragraph (e). If switching or erasure ends the affected Subscription before its then-current agreed term expires, Customer shall pay an early-termination fee equal to the outstanding committed subscription fees for the period from that date to the end of that term. The fee basis includes recurring platform charges and excludes taxes, separately ordered services, training, one-off charges and unrelated products. Prepaid subscription fees are excluded from that fee and remain non-refundable except under an express refund remedy or mandatory law. No additional switching or erasure fee or penalty applies. Any reduction or refund required by mandatory law, including applicable proportionality requirements, shall apply. Amounts remain due on the agreed billing dates, without acceleration or double recovery. No fee applies to an uncommenced renewal. Financial settlement shall not prevent or delay mandatory switching or erasure.

Mandatory switching assistance, export, retrieval, erasure and associated data egress under this Section are included without a separate charge, including before 12 January 2027. Additional optional services beyond mandatory switching obligations require a separately accepted statement of work identifying their scope and price; they are not a condition of mandatory switching or erasure.

(e) Service termination. The affected service contract shall terminate upon successful completion of switching. If Customer requests termination and erasure without switching, it shall terminate at the end of the notice period. Systemslab shall notify Customer of termination. Mandatory switching and termination rights shall not be conditional on waiting until the annual renewal date or complying with the ordinary non-renewal notice deadline.

(f) Retrieval and deletion. Systemslab shall preserve retrieval access for the period in Section 20.4. After successful switching and expiry of that period, or a later period agreed with Customer, Systemslab shall fully erase the relevant exportable data and digital assets, including backup copies, except where retention is legally required. For a termination-and-erasure request without switching, Systemslab shall implement Customer's lawful deletion instructions. The DPA continues to govern Personal Data, and any retention must comply with applicable mandatory erasure and data-protection requirements. DPA Section 10 governs protected routine backup handling only to the extent compatible with this Section and mandatory erasure deadlines; a routine retention cycle cannot extend such a deadline.

(g) Mandatory rights. This Section prevails over inconsistent minimum-term, renewal-notice, termination, retrieval or deletion provisions to the extent necessary to give effect to mandatory switching rights. It does not displace applicable mandatory data-protection or international data-transfer obligations.

20.6 Survival

Provisions intended by their nature to survive termination shall survive, including provisions relating to:

confidentiality, ownership, data protection, payment obligations, indemnities, liability limitations, governing law and accrued rights.

21 Product Usage Data

Systemslab may collect technical and statistical information concerning the configuration, operation and use of the UXM SaaS ("Product Usage Data").

Systemslab may use Product Usage Data to:

(a) provide and secure the UXM SaaS; (b) maintain and improve performance; (c) troubleshoot service issues; (d) understand service usage; and (e) comply with legal obligations.

Where Product Usage Data constitutes Personal Data, Systemslab shall process it in accordance with applicable privacy law and the applicable privacy notice or DPA.

Where Product Usage Data has been aggregated or anonymized so that it does not identify Customer or an individual, Systemslab may use such data for the operation, security, maintenance and support of the UXM SaaS.

22 Compliance With Laws And Export Controls

Each party shall comply with laws applicable to its own performance under the Agreement.

Customer shall not use, export or transfer the UXM SaaS in violation of applicable export-control or sanctions laws.

Neither party shall be required to perform an obligation where such performance would violate applicable mandatory law.

23 Force Majeure

Except for payment obligations already due, neither party shall be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, governmental action, major telecommunications failures, labour disputes, epidemics or comparable events.

The affected party shall use commercially reasonable efforts to mitigate the impact and resume performance.

24 Future Features

Statements regarding planned, future or unreleased functionality are provided for informational purposes only unless expressly included as a binding commitment in an Order Form.

Customer's purchase decision shall be based on functionality generally available at the time of purchase.

25 Feedback

Customer may voluntarily provide feedback concerning the UXM SaaS.

Systemslab may use such feedback without restriction or payment provided that doing so does not identify Customer publicly or disclose Customer Confidential Information without authorization.

26 Assignment

Neither party may assign the Agreement without the other party's prior written consent, which shall not be unreasonably withheld.

Either party may assign the Agreement without consent to:

(a) an Affiliate; or (b) a successor in connection with a merger, corporate reorganization or sale of substantially all assets relating to the Agreement,

provided that the assignee is capable of fulfilling the assigning party's obligations.

27 Governing Law And Jurisdiction

The Agreement shall be governed by the laws of Denmark, excluding its conflict-of-law rules.

Any dispute arising out of or relating to this Agreement, including any dispute concerning its existence, validity or termination, shall be subject to the jurisdiction of Byretten København located in Copenhagen, Denmark, as court of first instance, except where mandatory Danish law requires otherwise.

28 Notices

Formal legal notices to Systemslab shall be sent to:

Systemslab Legal

Email: legal@uxmapp.com

and to any additional address identified in the applicable Order Form.

Formal notices to Customer shall be sent to its designated legal contact in the Order Form or a separate customer contact record supplied to Systemslab.

Notices relating to normal service operation, maintenance, support or security may be delivered electronically to Customer's designated account contacts. Before activation, Customer shall provide the names and email addresses of its legal, renewal and technical contacts in either record. One contact may fulfil several roles. Customer may update its contacts by written notice without amending the Order Form.

29 Changes to incorporated policies

Systemslab may update Documentation and operational policies without materially reducing purchased core functionality, contractual security protection, support or SLA commitments during the current Subscription Term.

Material contractual changes apply at renewal only after written notice at least 30 days before the applicable non-renewal deadline. A later-notified change applies to a later renewal meeting that notice period unless Customer expressly accepts it. Changes required by law or necessary to address a material security issue may apply sooner. Mandatory transfer terms, DPA notice, objection and consent requirements, and Section 30.6 remain applicable.

30 General

30.1 Independent Contractors

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment or fiduciary relationship.

30.2 No Waiver

Failure to enforce a contractual right does not waive that right.

A waiver must be in writing to be effective.

30.3 Severability

If a provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and the remainder of the Agreement shall remain effective.

30.4 Third-Party Rights

Except where expressly stated or required by applicable law, no third party has a right to enforce the Agreement.

30.5 Entire Agreement

The Agreement constitutes the complete agreement between the parties concerning its subject matter and supersedes prior proposals, discussions and representations relating to that subject matter.

Customer purchase-order terms or similar unilateral terms shall not modify the Agreement unless expressly accepted in writing by Systemslab.

30.6 Order of Precedence

The documents forming the Agreement shall be read together. In the event of a conflict:

(a) applicable Standard Contractual Clauses and other mandatory international data-transfer terms shall prevail over all other provisions; (b) subject to paragraph (a), the Systemslab DPA, including its annexes, shall prevail concerning the processing or protection of Customer Personal Data; (c) subject to paragraphs (a) and (b), the applicable SLA shall prevail concerning service availability commitments, measurement and Service Credits, and the Systemslab Information Security Addendum shall prevail concerning information security controls;

(d) for all other matters, the order of precedence shall be: the applicable Order Form; expressly agreed country-specific terms; this Subscription Agreement; the Support Services Policy and other incorporated operational policies; and the Documentation.

A negotiated deviation from these priorities or from an incorporated document is effective only if it identifies the affected document and provision, expressly states the agreed change, and is accepted in writing by Systemslab and Customer and any other party whose consent is required. No deviation may contradict applicable Standard Contractual Clauses, other mandatory transfer terms or applicable law.

References to an Order Form in this Section mean the Customer Order Form under Section 1.7, including a Reseller customer quote or order accepted through Section 2.2. A Reseller Purchase Order is evidence of Systemslab's supply acceptance but is not incorporated into the Customer Agreement and cannot amend or override Customer's rights or obligations. Commercial terms agreed solely between Customer and Reseller do not amend Systemslab's obligations.

31 Acceptance

Customer accepts this Agreement and its incorporated documents by signing or otherwise expressly accepting the Customer Order Form identifying this Agreement's title and legal-documents URL and its incorporated documents under the incorporation paragraph above, made available or supplied before acceptance. For direct sales, Systemslab also expressly accepts that Customer Order Form. For authorised reseller sales, Systemslab confirms its acceptance through the matched Reseller Purchase Order under Section 2.2; no Systemslab signature on Reseller's customer quote or order is required. No separate signature of this Agreement is required. Retain the exact accepted versions and acceptance evidence. Reseller cannot accept Systemslab's terms on Customer's behalf without Customer's valid authority, amend those terms or make unapproved commitments for Systemslab.